

National High Speed Rail Corporation
Limited (NHSRCL)

(A Joint Sector Company of Govt. of India and
Participating State Government)



**TENDER FOR HIRING OF VEHICLE FOR MUMBAI -
AHMEDABAD HIGH SPEED RAILWAY PROJECT IN
GUJARAT UNDER CPM/VADODARA.**

Tender No.: NHSRCL/VADODARA/VEHICLE/2018-19/14

**TENDER DOCUMENT
(Two Packet System)**

(Top Sheet, Notice Inviting Tender, Form of Bid, GCC, TOR, Special Condition,
Annexures, BOQ, Offer Sheet)

2018-19

National High Speed Rail Corporation Limited
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007.

Dy. Chief Project Manager

उप परियोजन प्रबंधक

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

वडोदरा / Vadodara

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Dy. Chief Project Manager
उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

TOP SHEET

No.: NHSRCL/VADODARA/VEHICLE/2018

Name of services : Tender for hiring of 10 no.'s of AC Mahindra Xylo vehicle for Mumbai - Ahmedabad high speed railway project under CPM/Vadodara.

Estimated Cost : ₹. 1,84,12,720/- (One Crore Eighty Four Lakhs Twelve Thousand Seven Hundred Twenty Only) + GST

Cost of Tender Document : ₹. 5,900 /- (Five Thousand Nine hundred Only) including GST

Earnest Money : ₹. 2,42,064/- (Two Lakhs Forty Two thousand Sixty Four Only)

Completion Period : 36 (Thirty Six) months

Last Date of Submission : 06.11.2018 at 15:00 hrs.

Date of opening of Technical Bid : 06.11.2018 at 15:30 hrs.



Dy. Chief Project Manager

उप परियोजन प्रबंधक

National High Speed Rail Corporation Ltd.

राष्ट्रीय उच्च गतिरेल निगम लिमिटेड

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National High Speed Rail Corporation Limited
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007.

SECTION-I
NOTICE INVITING TENDER (NIT)



Dy. Chief Project Manager
उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

National High Speed Rail Corporation Limited
(A Joint Sector Company of Govt. of India and Participating
State Government)



NHSRCL/BRC/VEHICLE/2018

NOTICE INVITING TENDER

Sub: Tender for hiring of 10 no's of AC Mahindra Xylo vehicles for Mumbai - Ahmedabad high speed railway project under CPM/Vadodara.

1.0 Chief Project Manager, National High Speed Rail Corporation Limited, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007 invites sealed Tender in prescribed forms for the above mentioned work.

Sl. No.	Name of Services	Time & Date of Submission	Earnest Money Deposit (₹.)	Completion Period
1.0	Tender for hiring of 10no.'s of AC Mahindra Xylo vehicle for Mumbai - Ahmedabad high speed railway project under CPM/Vadodara.	Up to 06.11.2018 at 15:00 hrs.	₹. 2,42,064/- (Two Lakhs Forty Two thousand Sixty Four Only)	36 (Thirty Six) Months

2.0	<p>The cost of Tender Document is ₹. 5,900 /- (Five Thousand Nine hundred only) inclusive of GST@18%, in the form of DD or banker's cheque from any Nationalized or Scheduled Indian Bank in favour of "National High Speed Rail Corporation Limited", payable at New Delhi.</p> <p>The tender documents will be available for download on www.nhsrcl.in under the link "Tenders -->Active Tenders".</p> <p>The cost of tender document should be submitted along with tender form in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi</p>
3.0	<p>Completed original tender documents sealed in an envelope super-scribing the name of work; name of the bidder and address of the tender, shall be submitted at NHSRCL's office at address in Para 1.0 above on or before 15:00 hrs. on 06.11.2018. Tender duly sealed in the prescribed manner above can also be sent through Registered Post/Courier so as to reach at the office address given in para 1.0 above not later than 15.00 hrs. on 06.11.2018. Any tender received later than 15:00 hrs. at NHSRCL's office at Vadodara on 06.11.2018 shall be rejected and returned to the bidder unopened. Earnest Money Deposit of ₹. 2,42,064/- (Two Lakhs Forty Two thousand Sixty Four Only) may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected.</p>
4.0	Tender shall be submitted in accordance with the terms of the "Instruction to Tenderers"

	in the attachment hereto, which forms part of this Notice Inviting Tender.	
5.0	Interested eligible bidders who have purchased the bidding document are invited to attend a Pre-Bid meeting to be held on 29.10.2018 . The venue and time are as follows: Venue: The office of Chief Project Manager, National High Speed Rail Corporation Limited, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007. Time: IST 11:00 hrs. Participation in this Pre-Bid meeting is not mandatory.	
6.0	National High Speed Rail Corporation Limited reserves the right to cancel the tender before submission/opening of tender, postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof.	
7.0	Tenderer may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is not found to be true. The decision of NHSRCL in this regard shall be final and binding.	
8.0	The validity of the offer shall be 90 days from the date of opening of the tender.	
9.0	Minimum Eligibility Criteria for Open Tenders Costing Above ₹. 50 Lakhs is as under:	
	1. Should have completed at the time of opening of tender in the last three financial years (i.e. current year and three previous financial year)	At least one similar work for a minimum value of 35% of Advertised Value of work.
	2. Total contract amount received during the last three years and in three financial year and in current financial year.	Should be a minimum of 150% of advertise tender value of work in support of which attested certificate from Employer/ Client, audited Balance Sheet duly certified by Chartered Accountant etc. should be submitted by the tender.
	If the tenderer do not submit any proof for meeting with the eligibility criteria as given above and Tender Conditions, along with the offer, the same will be considered incomplete and will be summarily rejected.	
	Similar Work: "Hiring of similar Vehicles for Govt./PSU companies for their officials."	

NATIONAL HIGH SPEED RAIL CORPORATION LIMITED

**Chief Project Manager
National High Speed Rail Corporation Limited,
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007.**

Dy. Chief Project Manager
उप परिवहन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

SECTION-II
FORM OF BID



Dy. Chief Project Manager
उप परियोजना प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

FORM OF BID

To,

**NATIONAL HIGH SPEED RAIL CORPORATION LIMITED
Acting through**

**Chief Project Manager,
National High Speed Rail Corporation Limited,
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007.**

Dear Sir,

I/We, _____ (Name and address of the Tenderer) have read the various terms and conditions of the tender documents attached herewith duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same.

I/We have quoted our rates in the Bill of Quantities taking into account all the above factors and we offer to do the work “Tender for hiring of 10no’s of AC Mahindra Xylo vehicles for Mumbai - Ahmedabad high speed railway project under CPM/Vadodara” quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and National High Speed Rail Corporation Limited.

Thanking you,

Yours faithfully,

Signature _____ in capacity of _____

_____ duly authorised to sign bids for and on behalf of:

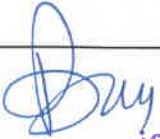
(In Block capital letters)

Date this _____ day of _____ 2018


Dy. Chief Project Manager
उच्च परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

SECTION-III

General Terms and Condition of Contract



Dy. Chief Project Manager
सम परियोजना प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
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Signature of Tenderer

A.	INTRODUCTION
1.0	<u>General</u>
1.1	Name of the Work: As indicated in 'Appendix to Tender. i.e. "Tender for hiring of 10 no's of AC Mahindra Xylo vehicles for Mumbai - Ahmedabad high speed railway project under CPM Vadodara."
1.2.1	<p>The bidder should accompany the following documents duly sealed in the tender envelope:</p> <ol style="list-style-type: none"> i) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc. ii) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer. iii) Earnest Money Deposit of ₹. 2,42,064/- (Two Lakhs Forty Two thousand Sixty Four Only) may be submitted in the form of Pay Order/Demand Draft/Fixed Deposit Receipt payable in favour of M/s National High Speed Rail Corporation Limited at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected. iv) Attested copy of Goods and Service Tax Registration (as applicable) & PAN Card. v) Details of deployment of resources i.e. fleet of vehicles available. vi) Last Three financial year's and current financial year audited Balance Sheet duly certified by Chartered Accountant for eligibility criteria @ 150% of Advertised Cost. vii) Copies of the work completion certificates duly attested from the clients for having completed works of similar nature should be as per enclosed format. viii) The work experience certificate of works executed on back to back basis / Sub-let works shall not be considered. ix) Within 7 days of issuance of LOA the Tenderer should submit the relevant registraion document, Road Tax, Insurance etc.and make the vehicles ready for hire to NHSRCL. x) List of permanent drivers and staff employed by the tenderer. <p><u>Complete documentary evidence should be submitted by bidder.</u></p>
1.2.2	<p>Following documents are essential and must be submitted as part of tender offer:-</p> <p>The detailed proposal shall include but be not limited to the following:</p> <p>I. Envelope-A: Earnest Money Deposit:</p>

	<p>II. Envelope-B: Technical Proposal</p> <p>III. Envelope-C: Financial Proposal</p>
1.2.3	<p>1. The procedure for submitting bids:</p> <p>Above mentioned Envelope-A, Envelope-B & Envelope-C should be clearly marked on top and properly sealed separately. All these three envelopes should be properly kept in single envelope which is superscripted as " Tender for hiring of 10 no's of AC Mahindra Xylo vehicles for Mumbai - Ahmedabad high speed railway project under CPM Vadodara." and addressed to the Chief Project Manager, National High Speed Rail Corporation Limited, 2nd floor, Productivity house, productivity road, Alkapuri, Vadodara.</p> <p>The sealed tender offer should be submitted to the office of Chief Project Manager, National High Speed rail Corporation Limited, 3rd floor, Baroda productivity council building, productivity road, Alkapuri, Vadodara-390007, on or before 06.11.2018 upto 1500 Hrs.</p> <p>2. Evaluation of the offers received:</p> <p>On scheduled date of opening of TENDER OFFER document, Envelope-A i.e. EMD amount & Envelope-B.</p> <p>After finalisation of technical bids, financial bids of only successful eligible tenderers will be opened. The date of the same will be intimated afterwards.</p> <p>In case of unsuccessful firm in either Envelope-A or Envelope-B, the sealed Envelope-C containing the Financial bid will not be opened at all, and will be returned back, treating it as invalid.</p> <p>In case of financial bid is included along with Technical Bid in envelope B, the bid will be summarily rejected.</p>
1.3	The work is proposed to be executed under the following relationship:
a)	Client: National High Speed Rail Corporation Limited, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara – 390007.
b)	Employer: National High Speed Rail Corporation Limited address as above.
c)	Contractor: The successful Tenderer to whom the work is awarded shall become the Contractor who will execute the work.
1.4	Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/ "Tenderer") "bid/tendered", "bidding"/ "tendering" etc. are synonymous. Day means calendar day.
1.5	Scope of Work: Hiring of vehicles for the official use by NHSRCL for 36 months. The details of vehicle are as follows:

	10 numbers of AC Mahindra Xylo as per special condition of tender with driver, cleaner, fuel, including repairs etc.
1.6	Tenderers may carefully note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found to be inaccurate or untrue. Tenderers may carefully note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found to be inaccurate or untrue.
1.7	A Tenderer shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to a Tenderer's disqualification.
2.0	Rates / Prices/Costs
	The rates shall be offered in the enclosed "Bill of Quantity" (BOQ). The rates shall include cost of all activities, wages, all allowances and benefits, payment towards entitled medical and annual leave, PF & PF contributions, incidental costs, insurance (as applicable). GST, toll tax, parking charges will be paid extra after submission of documentary evidence.
B	BIDDING DOCUMENTS
3.0	Content of bidding documents
3.1	The bidding documents include the following: Notice Inviting Tender (NIT) Form of Bid General Condition of Contract Terms of References (ToR) Special Condition Annexures/Performa's Bill of Quantities
3.2	The bidder is expected to examine all instructions, terms, conditions, forms, specifications and any other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of their bid.
4.0	COST OF BIDDING
4.1	The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.
5.0	UNDERSTANDING AND AMENDMENT OF TENDER DOCUMENTS
5.1	The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
5.2	At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall also be published in NHSRCL website.
5.3	Tender documents can be downloaded from official website of NHSRCL i.e.

	www.nhsrcl.in. Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids and the same will be published in NHSRCL website (www.nhsrcl.in). Corrigendum if any will be available on the official website which may be checked till one day before opening of tender.
C	PREPARATION OF BIDS
6.0	Language of Bid
6.1	The bid prepared by the bidder and all documents related to the bid shall be written in English.
7.0	Signing of all Bid Papers and Completing Bill of Quantities
7.1	All the pages of the tender documents, Bill of Quantities and accompanying documents must be properly stamped and signed by the authorized signatory holding the Power of Attorney on each page. (The bidder is to enclose a copy of Power of Attorney).
7.2	Bidder shall quote price/rate for all the BOQ items. While filling up the rates in the Bill of Quantities, bidder shall ensure that there is no discrepancy in the rates and amounts. In case of any discrepancy, the unit rate mentioned in respective column for rate and the amount mentioned for lump-sum items shall be taken as final and binding.
7.3	The bidder must fill and submit the prices and % rate above or below as per instructions given in Bill of Quantities. He shall not make any addition or alteration.
7.4	Any overwriting, erasures or cancellations shall only be valid, if they are initialed by the signatory (ies) to the bid.
8.0	DEVIATIONS
8.1	The bidder should clearly read and understand all the terms and conditions, specifications, corrigendum etc. mentioned in the original tender documents. If the Tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. The Tenderer is advised not to make any corrections, additions or alterations in the original bid documents. If bidder makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, bid is liable to be rejected.
D	SUBMISSION OF BIDS:
9.0	Deadline for submission of tender
9.1	The tender duly filled must be received by Employer at address specified not later than the date and time as mentioned in the "Notice Inviting Tender".
9.2	Any tender related documents received later than the deadline prescribed for submission of tender by Employer shall be rejected.
9.3	Any Tender received after opening of the tender shall be rejected and returned unopened to the Tenderer.

10.0	WITHDRAWAL OF TENDER
10.1	No tender can be withdrawn after submission and during tender validity period.
10.2	Submission of a tender by a Tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing the work.
11.0	Sealing and Marking of tender document
11.1	The bidder shall submit the sealed tender in original clearly mentioning the name of work, due date and time of submission of the tender, name and address of the bidder and address of the tenderer.
12.0	TRANSFER OF TENDER DOCUMENTS Transfer of Tender documents purchased by one intending Tenderer to another Tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.
13.0	EARNEST MONEY DEPOSIT
13.1	Earnest Money Deposit The Tenderer must furnish the Earnest Money as indicated in 'NIT' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms: a. Pay Order/Demand Draft of any Scheduled Bank in India in favour of National High Speed Rail Corporation Limited payable at New Delhi. It is mandatory for bidders to provide their bankers details (name of bank and branch) along with their own bank details (account no., name of account holder, NEFT / RTGS details). b. Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of National High Speed Rail Corporation Limited payable at New Delhi. For the successful Tenderer, earnest money will be retained as part of the security deposit.
13.2	Forfeiture of Earnest Money: The Earnest Money of the successful Tenderer is liable to be forfeited if he fails to: sign the Contract Agreement in accordance with the terms of the tender, or Commence the work within the time period stipulated in the tender, or withdraws his tender offer within the validity period. In case of forfeiture of EMD, the Tenderer shall be debarred from bidding in case of re-invitation of the tenders.
13.3	Return of Earnest Money: The Earnest Money of the unsuccessful Tenderers will be returned in due course.
14.0	PERIOD OF VALIDITY OF THE TENDER
14.1	The tender shall remain valid for the period indicated in "NIT" after the date of the opening of the tender. If the Tenderer gives validity period less than that

	fixed/prescribed by Employer, the tender shall be summarily rejected.
15.0	SUBMISSION OF TENDERS
15.1	Submission of tender as per clause no. 1.2.2 & 1.2.3 of General Terms and Condition of Contract .
16.0.	BID OPENING AND EVALUATION
16.1	Tenders will be opened at the address mentioned in "Notice Inviting Tender" in presence of Tenderers or authorized representatives of Tenderers who wish to attend the opening of tender. Physical presence during Bid opening is optional.
16.2	Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
16.3	Tenderers name, presence or absence of requisite total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.
17.0	CLARIFICATION OF THE TENDERS
17.1	To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the Tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on Tenderer.
18.0	NEGOTIATION
18.1	<p>The Employer/Officer-in-charge reserves the right to negotiate the offer submitted by the Tenderer/s to withdraw certain conditions or to bring down the rates to a reasonable level. The Tenderer must note that during negotiation of rates of items of BOQ can only be reduced and not increased by the Tenderer. In case the Tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.</p> <p>Should NHRCL decide to negotiate with view to bring down the rates, the Tenderer called for negotiation should furnish the following form of declaration before the commencement of negotiation.</p> <p>"I _____ do declare that in the event of failure of contemplated negotiations relating to Tender No. _____ dated _____ my original tender shall remain open for acceptance on its original terms and conditions."</p>

19.0	Evaluation of Bid.
19.1	The Employer shall examine the bids to determine whether they are complete, whether copy of all relevant documents have been received not later than the prescribed date and time for bid submission and generally in order.
19.2	Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
19.3	<p>Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:</p> <p>That affects in any substantial way the scope, quality or performance of the contract.</p> <p>That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or</p> <p>Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.</p>
19.4	In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the Tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non- responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
20.0	CANVASSING
20.1	No Tenderer is permitted to canvass to Employer on any matter relating to this tender. Any Tenderer found doing so may be disqualified and his bid may be rejected.
21.0	RIGHT TO ACCEPT ANY TENDER OR REJECT ALL TENDERS
	Employer/officer-in-charge reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected Tenderers or any obligation to inform affected Tenderer, the grounds of such action.
22.0	AWARD OF CONTRACT
22.1	Employer/ officer-in-charge shall notify the successful Tenderer in writing by a Registered Letter/Courier/ Speed Post/FAX or per bearer that his tender has been accepted.
22.2	Letter of Acceptance shall constitute a legal and binding contract between Employer/Officer-in-charge and the Contractor till such time the contract agreement is

Dy. Chief Project Manager
 National Highways Authority of India Ltd.
 Vadodra

	signed. The contract agreement is to be signed.
23.0	STANDARD OF SERVICE (S)
	<p>Tenderer shall carry out the services in conformity with the generally accepted norms and sound standards. Tenderer shall be responsible for the services rendered. In case of any deficiency or otherwise Tenderer shall promptly correct the same.</p> <p>The Contractor shall indemnify and save harmless NHSRCL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against NHSRCL by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.</p>
24.0	COMPLETION OF WORK (S)
	The duration of work shall be 36 months.
25.0	TERMINATION
	Notwithstanding anything otherwise contained in the agreement, if the contractor, for any reason whatsoever, is unable or unwilling to perform the works for a considerable period, the "NHSRCL" shall be entitled to terminate agreement or the order of a particular work upon 30 days written notice to Tenderer.
26.0	INSURANCE
	Tenderer shall arrange for any payment of the cost of Personal Accident Insurance in respect of their employee(s) & equipment's at site assigned for performance of the obligations under the conditions of agreement i.e. third party insurance.
27.0	PATENTS:
	No patented or patent pending articles, methods or device shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the NHSRCL, if the terms of purchase involve or require the payment of any license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to NHSRCL. Tenderer shall not publish any/article or photograph relating to work without written consent NHSRCL.
28.0	LAWS GOVERNING AGREEMENT
	Disputes, controversies or differences of any kind whatsoever which may arise between the parties, out of or in relation to or in connection with the consultancy agreement, or for the breach thereof including claims or questions as to damages shall be settled between the parties by doing utmost, in a fair and amicable manner, in a spirit of mutual co-operation. Notwithstanding such efforts, in case the dispute shall not be settled/resolved by mutual co-operation, all disputes of differences whatsoever arising between the parties out of or in relation to the any meaning and operation of effect of this contract of the breach thereof shall be settled in

	accordance with the DPE guidelines in this regard.
29.0	FORCE MAJEURE
	<p>War, invasion, revolution, riots, sabotage, lockouts, strikes, work shutdowns imposed by Government Acts it legislature or other authorities stoppage in supply of materials fuel or electricity, breakdowns of machinery, act of God, epidemics, or any other acts or events whatsoever which are beyond reasonable control of Tenderer and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.</p> <p>Tenderer shall be granted necessary extensions to cover the delay as caused by Force Majeure without any financial repercussions.</p>

Dy. Chief Project Manager
National High Speed Rail Corporation Ltd.
Vadodara

SECTION-IV
TERMS OF REFERENCE (TOR)


Dy. Chief Project Manager
उप परियोजन प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

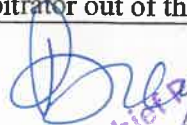
1. General Information of the Project:

NHSRCL is implementing 508 Km long Mumbai-Ahmedabad High Speed Railway Project (hereinafter called as Project) starting from Bandra Kurla Complex in Maharashtra and terminating at Sabarmati in Gujarat.

A	GENERAL OBLIGATION
2.0	Laws Governing the Contract
2.1	The contract shall be governed by the laws in force in GUJARAT.
3.0	MOBILISATION ADVANCE
3.1	No mobilization Advance shall be paid by NHSRCL.
4.0	Working Hours
4.1	The working hours normally will be from 8.00am to 8.00pm. i.e. 312 hrs per month.
5.0	Medical and Personal Accident Insurance
	5.1 Medical and Personal Accident Insurance will be borne by the Contractor. This insurance shall protect the contractor and NHSRCL against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission or commission on the part of the contractor, his agents/representatives and sub-contractors. This insurance shall also cover all the liabilities of the contractor arising out of the clause entitled 'Defence of Suits' under General Conditions of Contract.
	5.2 The above are only an illustrative list of insurance covers normally required, and it will be the sole responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the contract.
6.0	Payment Terms
6.1	Payment of wages, all allowances and benefits, leave entitlement, EPF Contributions, insurance (as applicable) etc., shall be the Contractor's responsibility as per the Acts prevailing in India and Local Authority.
6.2	Payment shall be released to Contractor on monthly basis, on submission of monthly running account bill duly certified by Officer of NHSRCL and the bill should be invariably accompanied by photo copy of logbook (daily basis) signed by nominated NHSRCL official. Taxes likes GST, Toll tax, parking etc. shall be paid extra at actual submission of documentary proof by the contractor.
6.3	All measurements and quantities shall be expressed in units as defined in "Bill of Quantities"
6.4	All payment to the Contractor shall be made through RTGS / A/c payee cheque. For the purpose of RTGS Contractor has to provide his A/c Number, name of Bank, IFSC code of Bank and Address of bank etc.

7.0	Completion period
7.1	The entire services covered under this contract shall be completed within a period as specified in the "NIT" from the date of issue of Letter of Acceptance by NHSRCL.
7.2	Contract period of 36 (Thirty Six) months is provided. Extension if any shall be dealt as per clause no.24.27 of Special conditions of Contract.
8.0	Priority of Contract Documents.
8.1	All tender documents forming the contract between NHSRCL and the Contractor are mutually explanatory of each other. In case of any conflict, discrepancy, inconsistencies, ambiguities between the various documents in the contract, the following order of priority shall be followed. However, the interpretation of Engineer/Employer shall be final in this regard. (a) Agreement (b) Letter of Acceptance of tender. (c) Notice Inviting Tender (NIT) (d) Form of Bid (e) General Condition of Contract (f) Terms of References (ToR) (g) Special Condition (h) Annexures/Performa's (i) Bill of Quantities
9.0	Appendix to Tender.
9.1	Tenderer shall read carefully "NIT".
10.0	Accepted Rate applicable till the completion of work.
10.1	The rates as per the accepted Bill of Quantities shall be firm and hold good till the completion of the work. The price adjustment shall be done as per Special condition 24.24.
10.2	The Contractor shall be fully responsible for all welfare requirements of the driver, including (but not limited to), their accommodation, meals, wages, salary, transport to and from the site and entitlement.
11.0	Indemnity by the Contractor
11.1	The Contractor shall hold and save harmless and indemnify the Client/Employer/ officer-in-charge and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/ officer-in-charge and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his Contractor in the execution of the works or in the guarding of the same. All the sums payable by Client /Employer/ officer-in-charge by way of compensation under any of these conditions shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
12.0	Termination
12.1	If the Contractor abandons the contract, or persistently disregards instructions of the Officer-in-charge or contravenes any provisions of the contract, or fails to adhere to the agreed program of work or fails to provide services as desired by the officer or part thereof within time because of poor service; as per the terms & conditions of contract, then the contract for

	the hiring of vehicle shall be subject to termination without prejudice.
13.0	OTHER CONDITIONS
13.1	The Contractor must ensure its supply of the vehicle and driver to NHSRCL shall be lawful in all respects, and shall not under any circumstances put NHSRCL in any position where NHSRCL is in breach of any laws, regulations, or directions of any authority including (but not limited to) laws, regulations or directions dealing with health, safety, timely payment of wages, minimum wages and provision of staffs.
14.0	Unfulfilled Obligations
14.1	Notwithstanding the issue of Completion Certificate, the Contractor and the officer-in-charge shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the contract, prior to the issue of such Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.
15.0	Settlement of Disputes
16.1	All disputes or differences of any kind whatsoever that may arise between the Employer/ officer-in-charge and the Contractor in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after termination of contract shall be settled as under:
17.0	Mutual Settlement
17.1	All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.
18.0	Conciliation / Arbitration.
18.1	It is a term of this contract that Conciliation / Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
18.2	If the Contractor is not satisfied with the settlement by the Employer on any matter in question, disputes or differences, the Contractor may refer to the Managing Director of NHSRCL in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute (s) or difference (s) in respect of which the demand has been made, together with counter claims or the Employer shall be referred to Conciliator or Arbitrator as the case may be and other matter shall not be included in the reference.
18.3	Managing Director of NHSRCL may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Managing Director of the Employer decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Contractor. Such persons may be working / retired employees of the Employer who had not been connected with the work. The Contractor shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Arbitrator. Managing Director of the Employer will appoint Sole Conciliator /Sole Arbitrator. Managing Director of the Employer will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Contractor.


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18.4	In case, the Contractor opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. The appointment of Sole Arbitrator shall be done by Managing Director of the Employer as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
18.5	The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Arbitration Act and any statutory modification or re-enactment thereof and shall be held in any place in India.
18.6	The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
18.7	The Conciliation/Arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
18.8	The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Employer and shall be shared equally between the Employer and the Contractor.
19.0	Settlement through Court
19.1	It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes, where such dispute is subject to Arbitration as referred to Clause 18.
20.0	DELETED
21.0	Award to be binding on all parties
21.1	The award of the Sole Arbitration, unless challenged in court of law, shall be binding on all parties.
22.0	Jurisdiction of Courts
22.1	The Indian courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising from the contract.
23.0	Secrecy/Non-disclosure
23.1	The Contractor shall ensure that all the information is kept totally confidential in connection with this bid and the Contractor shall not disclose or divulge the same to any unauthorized person failing which Employer /officer-in-charge reserve the right to cancel the contract or cease further dealing with the Contractor.
23.2	Performance Guarantee: The procedure for obtaining Performance Guarantee is outlined below: (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in the form of Irrevocable Bank Guarantee amounting to 5% of the contract value:

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

(f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

23.3 CONDITIONS FOR PARTICIPATION OF PARTNERSHIP FIRM / PROPRIETARY FIRM / PRIVATE LIMITED COMPANY / LIMITED COMPANY:

1.1 i) In case the tenderer is an individual / proprietary concern, the experience and turnover shall be in the name and style of the Individual / Proprietary concern only.

(Note: The partner of a Partnership Firm cannot claim the credentials of Partnership Firm to the extent of his share either during the subsistence of the Partnership Firm or after its dissolution).


ii) In case the tenderer is a Partnership Firm(s), the experience and turnover shall be in the name and style of the firm only.

iii) If the Tenderer is a Partnership Firm, all the partners shall be jointly and severally liable for successful completion of the work and no request for change in the constitution of the Firm shall be entertained.

iv) During the currency of the contract, no partner of the firm shall be permitted to withdraw from the Partnership business and in such an event it shall be treated as breach of trust and abandonment of contract work.

1.2 Partnership deeds, Power of Attorney etc: - The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership concern. If the tender is

	<p>submitted on behalf of a Partnership concern, he should submit the certified copy of Partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership firm.</p> <p>1.3 The tenderer whether sole proprietor, a Limited Company or a Partnership Firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a Power of Attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.</p> <p>1.4 a) In case Proprietary Firm or HUF, the following documents shall be enclosed: Affidavit on stamp paper of appropriate value declaring that his/her concern is a proprietary concern and he/she is sole proprietor of the concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.</p> <p>b) In case Partnership Firm(s), the following documents shall be enclosed:</p> <p>i) Notary certified copy of the Partnership deed. Note: Partnership deed is also acceptable.</p> <p>ii) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the Partnership Firm to sign on the tender/agreement on behalf of the Partnership Firm and create liability against the firm.</p> <p>c) In case Private Limited /Limited Companies, the following documents shall be enclosed:</p> <p>i) Notary certified copy of Resolution of the Directors of the Company permitting the company to participate in the tender, authorizing MD or one of the Directors or Managers of the Company to sign the agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.</p> <p>ii) Copy of Memorandum and Articles of Association of the Company.</p> <p>iii) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the para (c) (i) above.</p>
	<p>Tender received without Tender fee cost shall be summarily rejected.</p>
	<p>The General Conditions of Contract governing the execution of the works covered by this tender are "IRS General Conditions of Contract" of the Engineering Department, as amended from time to time up to date. A copy of the booklet incorporating the above " IRS General Conditions of Contract" may be perused from www.indianrailways.gov.in</p> <p>In submitting this tender it would be deemed that the tenderer has kept him fully informed of the provision of IRS General Conditions of Contract including all corrections and Ammendments issued up to date and claim that he is not aware of any ammendment or correction slip to IRS GCC shall not be entertained.</p>


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SECTION – V

**SPECIAL CONDITION
OF
CONTRACT**



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24.0	Special conditions of contract
24.1	The vehicles provided shall not be registered before 1/1/2018.
24.2	The contract can be terminated at any time on account of unsatisfactory services upon review of performance by the CPM/Vadodara. The unsatisfactory service shall mean and include non-compliance and non-fulfillment of any of the contractual obligations by the service provider or poor performance or violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcomings, brought to its notice in writing by the CPM/Vadodara.
24.3	The rates are inclusive of all major / minor repairs/maintenance, servicing of vehicles, cost of fuel, lubricants and any other consumables, driver's salary & allowances required from time to time, duties, levis & Insurance charges for inspection certificates, incidental charges, penalties etc. as imposed by central/state /local govt. bodies for running of vehicle.
24.4	<p>All the vehicles to be provided by the successful bidder should be in good condition and should be mechanically sound. The vehicle will have to be fitted/provided with decent interiors with following necessary accessories/utilities:</p> <ul style="list-style-type: none"> i. Air conditioner ii. Clean seat covers iii. Quality radio music system iv. Reading lamp v. Tissue paper box vi. Car perfume vii. Mobile charger viii. Seat Belts (Front & Rear) ix. Umbrella during Monsoon <p>Vehicles should be in perfectly sound working condition and suitable for use by Senior Officers.</p> <p>Tenderer should note that above mentioned list is only indicative and not exhaustive.</p>
24.5	Vehicle will be required generally for 12 hours every day, which will normally be from 08.00 to 20.00 hours. Vehicle shall be required for full calendar month including Saturdays and Holidays. Vehicles are to be provided for 26 days in a month. Accumulation of hours on the monthly basis will be 300 hours. Maintenance rest will be provided normally on Sundays. In case of exigencies and emergencies, the vehicle can be called on Sundays also. Contractor will however provide suitable substitute driver for ensuring stipulated weekly rests to regular driver as per extant laws for which no extra payment will be made.
24.6	The contractor shall give consent for receipt of payment through RTGS/ECS/NEFT. Charges if any will be on account of the contractor. The contractor shall provide all the details like Name of the bank, Address of the bank, branch code, IFSC code of the bank, Type of the account, Account no., contact no. for account related queries etc.

24.7	Tenderer should provide 24 hrs. Contacts number (Mobile phone) on which such information can be given. Further the driver of the vehicle should be provided with a mobile phone having Incoming & outgoing facility at contractor's own cost.
24.8	Vehicle shall have to report at mentioned place and time. Any delay more than half an hour in reporting will be considered as absence for the day. Penalty will be imposed as per clause 5 of BOQ
24.9	Frequent changing of driver or vehicle will not be permitted any change should be approved by NHSRCL, othwise penalty will be imposed as per Clause 5 of BOQ will be imposed
24.10	No accommodation will be provided to the driver by NHSRCL. He has to make his own arrangement for lodging and boarding.
24.11	The Contractor shall be completely responsible for the safe running of the vehicle. NHSRCL will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver. NHSRCL will not provide any compensation in case of accidents, casualties etc.
24.12	Contractor shall have to maintain logbook in approved format by Officer- in-charge which shall have to be filled daily and presented to NHSRCL's authorized representative for signature. Every day the initial kilometer reading to be recorded in logbook is when the vehicles placed at nominated place for usage of NHSRCL official at office, site or residence. Similarly the closing kilometere reading should be when the official leaves the vehicle at site, residence or office. No payment shall be made for any extra movement to and fro from garage/parking place or any other used by driver etc.
24.13	NHSRCL will not take any responsibility of parking space of any kind for the vehicles hired.
24.14	Payment of hiring charges will be made on monthly basis on submission of bill and after the due verification of log books by the NHSRCL official. The month shall be the calendar month i.e. From 1st to Month end.
24.15	INDEMNITY: The Contractor shall at all times indemnify to the NHSRCL administration against all claims which may arise due to accident or otherwise or due to the breach of the terms and conditions mentioned herein and owing to any sort of act of commission on the part of the contract during the currency of the contract.
24.16	That the Contractor agrees to indemnify to the NHSRCL administration against all claims for compensation by on or behalf of driver employed by him in connection with the present contract for any injury or death by an accident under the Workmen's Compensation Act. VIII of 1923 and the NHSRCL Administration will be entitled to deduct from any sum of money payable to the Contractor the amount of compensation thus payable under the terms of section-12 of the said act together with all or any cost incurred by the NHSRCL administration in such connection and the Contractor further agrees that the decision of the NHSRCL Officer-in-charge with respect to the amount of such indemnity shall be accepted by him finally.
24.17	NHSRCL in no case is responsible for any legal matter arising of any state / central govt. laws in matter of employment of the driver by owner of the vehicle or in respect of any other matter.
24.18	Contractor shall not object for carrying any material or equipment in the vehicle as per the vehicle capacity.
24.19	NHSRCL reserves the right to close the Contract at any time without assigning any reasons


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	thereof by giving a 30 days notice. Contractor shall not be entitled for any compensation in such eventuality.
24.20	Third party vehicles, if provided, a copy of agreement should be submitted to NHSRCL which shall include all the terms and conditions mention in this tender.
24.21	Vehicle
	<p>If vehicle is out of order OR fails during the trip OR under schedule maintenance, an alternate similar vehicle shall be made available, failing which penalty will be imposed as per clause no 5 of BOQ.</p> <p>During the currency of contract, vehicle cannot be used for any other purpose except for NHSRCL.</p> <p>The Contractor should submit the details and documents of the vehicle provided to this office immediately on receipt of acceptance letter. The vehicle documents submitted, should clearly mention the date of purchase, make, model, registration no., Chassis No., type of fuel i.e. Diesel or Petrol, etc. The agreement will be considered operated from the date from which the vehicle is actually pressed into service.</p> <p>The vehicle provided to NHSRCL must be fully and comprehensively insured covering the risk to the driver and all the passengers also. The insurance shall protect the contractor and NHSRCL against all risk, claims for loss, injuries, disability, disease and death of members of public including NHSRCL men and damage to the property of others arising from the use of vehicle during operations irrespective of the ownership of such vehicle.</p>
24.22	The vehicle can be used anywhere in GUJARAT state.
24.23	Driver
	<p>Minimum wages to the driver and other statutory obligation should be met by the contractor at his own cost.</p> <p>Drivers deployed shall be skilled, well behaved, well dressed as instructed by officer-in-charge holding valid tourist driving license, and capable of undertaking minor repairs of vehicles. Drivers shall have adequate knowledge of local routes of Vadodara and adjoining areas. All papers should be readily available with the vehicles like registration, PUC, Permit for running the vehicles in Gujrat, etc. Vehicles should be insured against accident as per rules and statutory obligations, certificate towards road tax etc. Driver shall be able to produce relevant documents as and when requisitioned from him. Consequences of failure to comply with any rules and regulation of the concerned authorities shall be the sole responsibility of the contractor.</p> <p>Driver should have adequate amount with him during the travel for payment of toll tax, emergency repairs, parking, filling of diesel, oil, valid tourist license etc.</p> <p>Driver should never be under the influence of alcohol during Duty hours. Contractor shall replace the driver permanently in case of non-compliance.</p> <p>Contractor has to submit the "POLICE VERIFICATION" of the driver within 15days after award of contract.</p>


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	<p>In case driver is required to stay overnight at a place other than the normal headquarter of the vehicle, payment will be made as per BOQ.</p> <p>NHSRCL will not provide any accommodation to driver. Driver himself shall arrange Boarding / Lodging. In case, the reporting place of duty is located far off, necessary arrangement in the nearby areas will be made by Contractor / service provider for housing of driver and parking of the vehicle so that the same is available at short notice.</p> <p>No change of driver/s shall be allowed without prior permission of NHSRCL.</p> <p>Regulatory verification of driver's conduct/ character/ antecedent as required are sole responsibility of the contractor.</p> <p>The base station of the vehicle can be different and would be decided by NHSRCL from time to time.</p> <p>DRESS CODE: The drivers on duty should invariably wear well cleaned, ironed light blue shirt and Navy Blue trouser with black shoes. Any deviation will attract penalty as per clause 5 of BOQ.</p> <p>The drivers must also observe all the etiquette, protocol and extend usual courtesy (like carrying office bags/files to the concerned chambers, etc.) while performing the duty. The driver must carry a photo identify card provided by the Contractor/service provider.</p> <p>The agency should strictly comply all the labour laws. NHSRCL shall not be responsible for any violation.</p>
24.24	<p>RATES:</p> <p>The rates quoted by firm and accepted by NHSRCL shall be firm and final for first Six months from the date of issue of LOA.</p> <p>For item No. 1 and 2 Diesel variation clause shall be applicable involving ACTUAL running Kilometers travelled by vehicles. The basis for calculation of the variation in Diesel prices shall be as : Diesel price Variation in Rs. Per Km = {(New diesel Price in Rs per Litre) – (Diesel Price on date of Award)}/(Mileage in Km per Litre for Vehicle). Mileage for Xylo is considered as 15 Km per litre for calculation basis only. Base diesel price shall be taken as per actuals on the date of issue of LOA. After 6 months from date of LOA, the rates shall be revised quarterly as stated above with respect to the actual rate as available on the 1st of every successive 3 months.</p> <p>GST, parking charges and Toll tax charges, if incurred during the onsite duty shall be reimbursed/paid on submission of documentary evidence as admissible as per applicable Rules & Provisions.</p> <p>Applicable taxes shall be deducted at source as per extant rules.</p>
24.25	<p>METER TEMPERING</p> <p>Speedometer and kilometre recorder shall be maintained to high standard/accuracy. Any defect noticed shall be rectified immediately. NHSRCL reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering/manipulation of meter reading and misbehaviour of driver shall be viewed seriously. Penalty as per clause no.5 of BOQ will be imposed. In case of repeat of tempering, NHSRCL may even decide to terminate the contract and forfeiture of security deposit.</p>

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	<p>In the event of any error/fault in the meter being noticed, NHSRCL reserves the right to adjust the bill for the journey undertaken (including those undertaken earlier) besides any other penal action. kilometres verified by official using the vehicle shall be final and binding.</p>
<p>24.26</p>	<p>Security Deposit: The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.</p> <p>Recovery Of Security Deposit: Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:</p> <ul style="list-style-type: none"> (a) Security Deposit for each work should be 5% of the contract value, (b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered, (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit <p>Security Deposit shall be returned to the contractor after passing the final bill based on No Claim Certificate with the approval of the CPM, NHSRCL/Vadodara. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.</p>
<p>24.27</p>	<p>Variation : Variation in the original contract value will be sanctioned by competent authority as per NHSRCL SOP July,2018 with modification from time to time.</p>

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The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1.1 Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, No finance concurrence would be required.

1.2 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the concurrence of associated finance and approval of CPM/Vadodara;

(i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

1.3 In cases where decrease is involved during execution of contract:

(a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, **the approval of CPM/Vadodara, after obtaining 'No Claim Certificate'** from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

	<p>1.7. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.</p> <p>2. The work is required to be completed within the completion period as mentioned in notice inviting tenders from the date of letter of acceptance of tender.</p> <p>3. The contractor shall be required to maintain the work satisfactorily in all respect for a period of Six month from the date of completion of work and issue of completion certificate by the sub-ordinate in charge of the work, in terms of claim of General Conditions of Contract.</p> <p>4. Taxes as applicable from time to time will be deducted from Contractor's running and final bills as per extent rules.</p>
24.28	The bidder has to give a self certificate to the effect that ,it has not been blacklisted by any Central Ministry /Department/PSUs or Banks etc.The certificate has to be submitted alonwith the technical bid.If , it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents etc., the Earnest Money Deposit or the performance deposit ,as the case may be , will be forfeited and no excuse whatsoever will be entertained thereof.

Dy. Chief Project Manager
उप परियोजना प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गति का निम्न लिमिटेड
वडोदरा / Vadodara

SECTION- VI
ANNEXURES / PROFORMAS



Dy. Chief Project Manager
उप परियोजना प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गति का निगम लिमिटेड
वडोदरा / Vadodara

ANNEXURE-A

SUPPLEMENTARY AGREEMENT

Articles of Agreement made on this in the year and between National High Speed Rail Corporation Limited acting through the Chief Project Manager, National High Speed Rail Corporation Limited, 3rd Floor, Productivity House, Productivity Road, Alkapuri, Vadodara-390007 hereinafter called as one party and of the second part.

Where the party hereto of the second part executed an agreement with the party hereto of the first part being agreement No. dated for the performance of herein called the principal agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on "date last extended" and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part and whereas the party hereto of the first part already made payments to the party hereto of the second part diverse sums from time to time aggregating to ` including the final bill bearing voucher No. dated (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including / excluding security deposit, the party hereto of the second part have no further dues / claims against the party hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in consideration of the payment already made under the agreement the said principle agreement shall finally discharged and rescinded all the terms and conditions including the arbitration clause.


It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall seems to be non-existent for all purposes.

Signature of the Tenderer/s

For& on behalf of

Signatures of the Witness

Witness


Dy. Chief Project Manager
उप प्रियोजना प्रमुख
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गति का रेल निगम लिमिटेड
वडोदरा / Vadodara

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between **National High Speed Rail Corporation Limited**, (hereinafter called "the Employer/Engineer") of the one part and _____ (name and address of the Contractor) (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that work of "....." should be executed by the Contractor viz. **Contract No.** _____ (hereinafter called "the Works", and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:

Volume I:

- a) The Contract Agreement
- b) Letter of Acceptance
- c) Notice Inviting Tender with Annexures
- d) Form of Bid
- e) Instructions to the Tenderers & Appendices
- f) Appendix to Tender
- i) Annexures/Forms
- j) Offer Sheet


Chief Project Manager
National High Speed Rail Corporation Ltd.
Vadodara / Vadodara

Volume II: Bill of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Contractor in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated



Dy. Chief Project Manager
જાન્યારી પ્રજેક્ટ મેનેજર
National High Speed Rail Corporation Ltd.
રાષ્ટ્રીય ઊંચી ગતિની રાજ્ય કોર્પોરેશન લિમિટેડ
વડોદરા / Vadodara

ANNEXURE-C

APPLICATION LETTER

(On the Letter head of the Interested firm)

Date: DD-MM-YYYY

**Chief Project Manager,
National High Speed Rail Corporation Limited,
3rd Floor, Productivity House, Productivity Road,
Alkapuri, Vadodara – 390007.**

Sub.: Notice Inviting Tender: Hiring of 10 no's AC **Mahindra Xylo** vehicles for Mumbai-Ahmedabad High Speed Railway Project under CPM Vadodara.

Dear Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Interested firm") and having reviewed and fully understood all of the requirements of the Tender Document and information provided, the undersigned hereby apply for the project referred above.

I/We hereby submit my/our offer as follows:-

- a) **Envelope-A i.e. Earnest Money Deposit (EMD)**
- b) **Envelope-B: Technical Proposal with all relevant documents .**
- c) **Envelope-C: Financial Proposal- Offer Sheet.**

In one original, with the details as per the requirements of the NIT Documents, for your detailed evaluation

.....
Signature & Stamp
(Authorised Signatory)



Dy. Chief Project Manager
उप परिचालन अधिकारी
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

ANNEXURE-D

FORMAT FOR WORK EXPERIENCE

- (i) The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a legally contracted by the client.
- (ii) The information should be specific & to the point to facilitate a quick and objective decision.
- (iii) CERTIFICATE FROM CLIENT SHALL BE ATTACHED AS A PROOF.

1	Name of work
2a	Nature of work:
2b	Details of Services provided.
3	Detail of Client:	-Name of Client..... -Phone Number..... -Address.....
4	Duration of Assignment (please indicate start & finish date)	-Start Date: -Finish Date:.....
5a	Were services provided as JV/Consortium?	YES / NO
5b	If yes, then exact description of the division of responsibility between you & your Associate.
6	Whether certificate from Client attached	YES / NO

Signature of Authorised Representative

Name : _____


Dy. Chief Project Manager
 उच्च गतिविकास प्रबंधक
 National High Speed Rail Corporation Ltd.
 राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
 वडोदरा / Vadodara

VOLUME - II
BILL OF QUANTITY



Dy. Chief Project Manager
उप परियोजना प्रबंधक
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गतिरेल निगम लिमिटेड
वडोदरा / Vadodara

BILL OF QUANTITIES (BOQ)

Subject: Hiring of vehicles for Mumbai- Ahmedabad High Speed Railway Project under CPM/Vadodara.

SN	Description of Item	Unit	Qty.	Tendered Rates (₹.)	Amount (₹.)
1	<p>i) Hiring of 10 Numbers AC Mahindra Xylo with driver, fuel, all kinds of maintenance/repairing, all kinds of taxes, duties, insurance charges, pollution clearance, Government levies etc. (as per special condition of the tender and the note recorded below.</p> <p>ii) However, GST, parking charges & toll tax which shall be paid extra on production of documentry proof.</p> <p>iii) The scope of total kilometers travelled would be 30000kms. aggregate for 10 vehicles.</p> <p>iv) If the vehicles are taken in phases the aggregate km would be number of vehicles in operation multiplied by 3000kms. In case of any vehicle used less than a month, prorata km will be taken for aggregate km.</p> <p>v) The rates shall include cost of the activities including wages, all allowances and benefits payment towards entitled medical and annual leave, EPF contributions, insurance (as applicable), as per conditions of contract.</p>	Vehicle-Month	360	40352	1,45,26,720.00


 Dy. Chief Project Manager
 National High Speed Rail Corporation Ltd.
 राष्ट्रीय उच्च गतिवेग निगम लिमिटेड
 वडोदरा / Vadodara

2	All vehicles could be utilized for 30000km on aggregate basis and utilisation of kilometers of individual vehicles shall not be considered. Any extra charges for kilometre would be paid over and above aggregate 30000 km. Charges for per extra Kms beyond 30000 kms for 10 no.'s AC Mahindra Xylo/ on aggregate basis.	km	3,60,000	9.5	34,20,000.00
3	Similarly, the working hours for all 10 vehicles will be 3120hrs. Any extra Charges for extra hrs. beyond aggregate 3120 hrs for 10 AC Mahindra Xylo/ Vehicles will be paid over and above aggregate of 3120hrs.	Hr.	5400	40	2,16,000.00
4	Driver's allowance for night stay or out station (20.00hrs in the evening to 08.00 hrs in the morning to be considered as one day)	Day	1000	250.00	2,50,000.00
Total Amount					1,84,12,720/-

Note:

- 1) TDS as applicable shall be deducted from the bills of the agency.
- 2) The rates quoted by firm and accepted by NHSRCL shall be firm and final for first Six months from the date of opening of Tender / Negotiation. After 6 months, price variation will be applicable as per clause 24.27 of Special Conditions of Contract.
- 3) Contract is for hiring of vehicle for 36 months.
- 4) The vehicle should be Airconditioned and registered after 01/01/2018.

5) Penalty Clause


No.	Violations	Penal Amount per month per car			Amount deducted per day per car	Remarks
		First Instance	Second Instance	Third Instance		
a.	Non-functioning of AC in a car/vehicle	---	---	---	500/-	In case the car is neither repaired not replaced within an hour
b.	Failure to provide alternative arrangement within one hour of vehicle breakdown	500/-	1000/-	2000/-	---	Rental charges for the day will also not be paid
c.	Tampering with meters of vehicles	2000/-	5000/-	10000/-	---	Competent Authority has the discretion to terminate the contract alongwith the forfeiture of Performance Security/ blacklisting of the firm
d.	Usage of attached vehicles for other private/ commercial purpose	2000/-	---	---	---	For each such contravention
e.	Change of driver without prior intimation to the NHSRCL and the Officers with whom the vehicle is attached	500/-	---	---	---	On each occasion
f.	Delay (more than 30minutes) in reporting for duty by driver/ vehicle	500/-	1000/-	2000/-	---	Rental charges for the day will also not be paid
g.	Non-compliance of any other terms & conditions eg. Dress code, improper drivers, late reporting ,refusal for duties	500/-	1000/-	2000/-	---	For each violation per vehicle

In case of Non-reporting double of per day rent of Vehicle on pro-data basis will be deducted apart of the above penalty. If vehicle is hired by NHSRCL officials for performing duties from open market, the charges will be recovered from the Bill of Tenderer.

- 6) Clause 24.24 of Special Condition will be used only if diesel price varies in the current market.
- 7). The tenderer has to submit proof of payment of wages to driver with the 2nd bill adhering the Minimum Wages Act. In absence of which 10% of the billed amount will be withheld till production of documents to NHSRCL/Vadodara office.
- 8). Not more than twice a vehicle is allowed to be replaced in a year (excluding major breakdown).

Signature of Tenderer

Date:-_____


Dy. Chief Project Manager
उप प्रियंका वाडोदरा
National High Speed Rail Corporation Ltd.
राष्ट्रीय उच्च गति रेल कॉर्पोरेशन लिमिटेड
वडोदरा / Vadodara

FINANCIAL BID : Envelope "C" ,to be submitted in separate envelope.**OFFER SHEET**

Sr. No.	Schedule	Cost of schedule in Rs. Ps.	RATE QUOTED BY THE TENDERER	
			In Figures	In Words
1	NS items	1,84,12,720/-	_____	_____
			%age Above/Below/At par*	%age Above/Below/At par*

* Strike whichever is not applicable (above/below/At par)

NOTES:-

1. If the tenderer is not clearly mentioning that the rates "Above, Below or At Par", or kept blank then the rates shall be considered as ambiguous. and the offer will be summarily rejected.
2. In case of any discrepancy in the quoted rates in between the rates quoted in words and figures, the rates quoted on lower side shall be considered.
3. Tenderer(s) is/are requested to quote rates as single percentage for the entire each schedule, If rates are quoted item-wise, in a particular schedule the offer will not be considered.
4. Tenderer should note that in case financial bid is included along with Technical Bid in envelope B, the bid will be summarily rejected.

Signature of Contractor _____

Name of Authorised person _____

Date & Seal of Company _____



END OF DOCUMENT



Dy. Chief Project Manager

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उच्च परियोजना प्रबंधक
National High Speed Rail Corporation Ltd.
सबरीय रेल्व रॉडिदा निगम लिमिटेड
वडोदरा / Vadodara

Signature of Tenderer